



**State of Missouri
Department of Insurance
Life & Health Section**

This checklist is a minimum representation of the items the Department considers when reviewing HMO provider agreements. This list is in no way an exhaustive or complete statement of all requirements and provisions that might be applicable to any specific provider agreement. **Please refer to the statutes and regulations for exact wording of requirements or prohibitions. The language within the Missouri Statutes and Regulations always prevails over this checklist.**

Company Name: _____

Form # as it appears on the TD-1: _____

For MDI Use: Assigned MDI File # _____

HMO PROVIDER AGREEMENTS		
Citation	Summary	Location in Contract, If Applicable
The following list describes provisions that must appear in all provider contracts:		
20 CSR 400-8.200(3)(C)	Cover letter for filings must state if the form is intended to replace an existing form, or is a new form to be used in addition to existing forms.	
(3)(G)	Each form must have a form number assigned by the submitting HMO in the lower left corner of the face page or first page.	
(6)(A)	All forms must be accompanied by a completed transmittal document (form TD-1)	
354.441	The HMO and any intermediaries may not restrict discussion of any of the items listed in this statute.	
354.606.2	A hold harmless provision specifying protections for enrollees and that is substantially similar to the specific language offered by this statute.	
354.606.3	Covered services shall continue through period for which premium is paid or enrollee is discharged from inpatient facility, whichever is later, in the event of the HMO's or intermediary's insolvency or cessation of services.	
354.606.4 & 20 CSR 400-7.080	The Contract must establish an independent contractor relationship between the HMO and the Provider. Also, the hold harmless provision must survive contract termination, regardless of the reason for termination.	
354.606.13	A providers rights and obligations under the contract cannot be assigned or delegated without the prior consent of the HMO.	
354.606.14	The provider is to furnish covered services to all enrollees without regard to the enrollee's enrollment in the plan as a private purchaser of the plan or as a participant in a publicly financed program.	
354.609.1	The terminating party shall give at least 60 days written notice of a termination without cause. Written notice shall state the reason for termination.	
354.609.1	The provider is obligated to supply the HMO with a list of all enrollees who are patients within 15 days of notice of terminating or being terminated. (The DOI has permitted at least one HMO to demonstrate that the HMO is better able to identify affected members, and therefore this contract provision was unnecessary.)	

354.612.1	The provider shall continue care for up to 90 days in the event of contract termination or nonrenewal by either party, in accordance with the dictates of medical prudence.	
354.612.2	The provisions set forth in 354.606.2 apply when care is continued after provider contract termination, as required by 354.612.1.	
354.612.3	The HMO shall pay the provider as set forth in the contract in the event of continued care after contract termination, as required by 354.612.1.	
354.624.1	A description of any risk sharing arrangements. (e.g.- Capitation is risk sharing but discounted fee-for-service is not risk sharing.) If included in this contract, in which Article/Section or on which page(s) do they appear?	
Indicate whether or not the following provisions are located in the provider agreement. If the answer is "yes", please indicate where the provision is located in the provider contract. If the answer is "no", please indicate how the provider is informed of these statutory provisions and obligations.		
354.603.1(3)	Does this contract clearly compel the provider to furnish records the HMO may require in order to document and/or demonstrate that the provider is capable of meeting the terms of the agreement? YES___ NO___. If not, how is the provider informed of this obligation? _____	
354.606.1	Does this contract describe the mechanism by which the provider will be notified on an ongoing basis of specific covered health services for which the provider is responsible, including limitations or conditions on services? YES ___ NO___. If not, how is the provider notified of HMO covered services and any limitations or conditions on service? _____	
354.606.8	Does this contract describe the mechanism to notify the provider of the HMO's administrative procedures? YES ___ NO ___. If not, how is the provider notified? _____	
354.606.12	Does this contract clearly require the provider to allow state and federal authorities access to health records? YES___ NO___. If not, how does the HMO require the provider to do so? _____	
354.606.15	Does this contract notify providers of their responsibility to collect any applicable coinsurance, co-payments, deductibles or other member obligations to the provider? YES ___ NO ___. If not, how is the provider notified? _____	
354.606.17	Does this contract inform the Provider of the HMO's timely mechanism for the provider to determine an enrollee's eligibility? YES___ NO ___. If not, how is the provider informed? _____	
354.606.19	Does this contract inform the provider of the mechanism for dispute resolution between the parties to this contract? (If arbitration is used as a dispute resolution mechanism, it may be binding, but can not supercede the provisions of 354.600-354.636) YES NO If not, how is the	

	Provider informed?	
354.609.2(1)	Does this contract provide that the health care professional will receive a written explanation of the reason when the HMO notifies the provider that the contract will terminate and offer an opportunity for a review or hearing? (This subsection shall not apply in the specific cases listed in this statute) YES___ NO ___. If not how is the provider to know of this right?	
354.609.6	Does the contract disclose that providers may review a proposed contract for at least 30 days? YES___ NO ___. If not, how is this disclosed to providers?	
Please indicate if the contract contains the following:		
376.383 & 376.384	Does this contract contain provisions that are consistent with sections 376.383 or 376.384, RSMo? If the contract does not specify otherwise, it shall be assumed that participating providers may file claims as late as six months after the date of services, per RSMo 376.384.1(2)	YES NO
538.205(4)	Does this contract contain any language that might conflict with an enrollee's right to sue someone under RSMo 538.205(4)? (This statute includes HMOs in the definition of entities that may be sued for medical malpractice under certain circumstances.)	YES NO
354.603	Does this contract include any provisions that prevent the HMO from contracting with other health care providers, even if such other contracts are necessary for the HMO to maintain an adequate provider network?	YES NO
354.606.9	Does this contract require the use of hospitalists as a condition for participation?	YES NO
354.606.10	Does this contract offer any inducement to provide less than medically necessary services to an enrollee?	YES NO
354.606.11	Does this contract prohibit a Provider from advocating on behalf of the enrollees within the utilization review or grievance processes established by the HMO or a person contracting with the HMO?	YES NO
354.606.16	Does this contract impose any form of penalty on providers for reporting acts or practices that may jeopardize patient health or welfare?	YES NO
354.609.5	Does this contract provide that it will terminate if he provider, in good faith, pursues any of the 5 activities listed this Statute?	YES NO
	Does this contract include any provision that limits the HMO's ability to contract with any other health care providers?	YES NO
20 CSR 400-2.030	Does this contract contain any language that conflicts with Missouri's Coordination of Benefits regulation or Missouri case law that prohibits subrogation from liable third parties in connection with fully insured contracts?	YES NO

Will the entity with which the HMO proposes to contract through use of this form also serve as an intermediary as defined in RSMo 354.600(13)? If the answer is "yes", please note where in the contract the following required provisions appear:		YES	NO
354.621.1	The Intermediary and providers with whom it contracts shall comply with sections 354.600 to 354.636.		
354.621.3	The intermediary is obligated to transmit utilization documentation and claims paid data to the HMO. (Utilization review and claims payment responsibilities must not be delegated to an intermediary that isn't appropriately licensed for those activities.)		
354.621.4	The intermediary shall maintain the documents listed in this statute section for at least 5 years.		
354.621.5	Intermediaries must be required to allow the HMO or DOI to access to all documents that relate to compliance with sections 354.600 to 354.636.		
354.621.6	In the event of the intermediary's insolvency the HMO reserves the right to require assignment to the HMO of the provisions of a providers contract addressing the provider's obligation to provide covered services.		